

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND CAMINAR, INC.**

This Agreement is entered into this 10 day of June, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Caminar, Inc, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Housing and Housing-Related Mental Health Services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services

Exhibit A1 - Behavioral Health and Recovery Services Requirements

Exhibit B - Payments and Rates

Exhibit C - San Mateo County Mental Health CalAIM Contractor Outpatient Rates

Attachment H - HIPAA Business Associate Requirements

Attachment I - § 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal

obligation under this Agreement exceed FIFTEEN MILLION TWO HUNDRED NINETY THOUSAND THREE HUNDRED NINETY-SIX DOLLARS (\$15,290,396). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2025 through June 30, 2027.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which

County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or

modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **10. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the

California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability.....	\$1,000,000
(b) Motor Vehicle Liability Insurance.....	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health

Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation,

and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section

shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance,

including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right

to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### **15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

#### **16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

#### **17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Mariana Rocha/Clinical Services Manager  
Address: 2000 Alameda de las Pulgas, Suite 200,  
San Mateo, CA 94403  
Telephone: (650) 573-2538  
Email: [MRocha@smcgov.org](mailto:MRocha@smcgov.org)

In the case of Contractor, to:

Name/Title: Mark Cloutier, Chief Executive Director  
Address: 411 Borel Avenue, Suite 101, San Mateo, CA 94402  
Telephone: (650) 393-8909  
Email: [MCloutier@caminar.org](mailto:MCloutier@caminar.org)

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.


**20. Anti-Harassment Clause**

Employees of Contractor and County shall not harass (sexually or otherwise) or bully or discriminate against each other's employee on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Any misconduct by Contractor's employees towards County employees may be grounds for termination of the Contract. Contractor shall timely address any allegations of their employee's misconduct by a County employee including immediately removing that employee from work on the Contract.

\* \* \*

In witness of and in agreement with this Agreement's terms the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Caminar, Inc.

DocuSigned by:  EBA511RZED5E4DE	05/14/2025	Mark Cloutier
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 081193  
President, Board of Supervisors, San Mateo County

Date: June 10, 2025

ATTEST:

By:   
Clerk of Said Board

EXHIBIT A – SERVICES  
CAMINAR, INC. (Mental Health/Residential Services)  
FY 2025 – 2027

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In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide the following services:

- A. Transitional Residential Treatment Services,
- B. Adult Case Management Services programs:  
New Ventures Case Management (including Tehanan and Colma Ridge) which includes the Wellness and Recovery Action Partnership Program (WRAPP);
- C. Rehabilitation Services (including Supported Education Services, Supported Employment Services and Enhanced Supported Education Services for Transitional Age Youth);
- D. Supplemental Case Management at Central and North County
- E. Transportation.
- F. San Mateo Contractors' Association Grant Funding

Psychiatric services, medication support and service, and medical oversight will be provided by contractor's Medication Clinic Director for designated New Ventures consumers.

Contractor will coordinate or participate in periodic case conferences about consumers whose care is shared with County treatment teams. This includes, but is not limited, to consumers residing in Hawthorne House, Eucalyptus House, and those receiving case management from New Ventures. Coordination will include treatment plans, consumer progress, and discharge planning.

These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. Contractor shall comply with the "Airs" policy, process and procedures for Intake, Transitional Residential Services, and New Ventures Case Management programs. This includes communication with Facilities Utilization Management when a non-San Mateo County Behavioral Health and Recovery Services (BHRS) consumer is interested in accessing services or residing in one of the residential facilities. The BHRS Documentation Manual ("https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf") is included herein by reference. To the

extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions of the County Documentation Manual shall prevail. All services are co-occurring capable, trauma-informed and recovery-oriented. All payments under this Agreement must directly support services specified in this Agreement. Contracted services are to include the following:

A. Transitional Residential Treatment Services

Contractor shall provide two (2), twelve (12) bed, twenty-four (24) hour transitional residential treatment facilities for a total of twenty-four (24) beds for consumers with serious mental illness (SMI) with mental health and co-occurring disorders (each referred to as a “Transitional Residential Treatment Facility” or collectively “Transitional Residential Treatment Facilities”). As of the effective date of this Agreement, the Transitional Residential Treatment Facility beds are distributed between the facilities known and referred to herein as Hawthorne House (“Hawthorne House”) with twelve (12) beds, and Eucalyptus House (“Eucalyptus House”) with twelve (12) beds. Treatment and/or rehabilitation services shall be provided in a structured therapeutic community at each Transitional Residential Treatment Facility and shall include a range of activities and services for consumers who would be at risk of hospitalization, or other institutional placement, were they not in this residential program (“Transitional Residential Treatment Services”). Contractor shall support consumers in their efforts to restore, maintain and apply interpersonal and independent living skills, and to access and link to community support systems. Contractor shall also make available interventions which focus on symptom reduction.

1. Transitional Residential Treatment Services shall include co-occurring capable assessment/evaluation, integrated, consumer-centered plan development, individual and group counseling, rehabilitative behavioral health services, collateral services and crisis intervention.
2. Contractor shall provide seven thousand four hundred fifty-six (7,456) consumer days which is the sum of three thousand seven hundred twenty-eight (3,728) consumer days at Hawthorne House at eighty-five percent (85%) capacity, and three thousand seven hundred twenty-eight (3,728) consumer days at Eucalyptus House at eighty-five percent (85%) capacity. A “consumer day” shall be deemed to mean any and all Transitional Residential Treatment Services rendered by Contractor on behalf of one (1) consumer during any single

day during which the consumer was present overnight at one of the Transitional Residential Treatment Facilities.

3. The expected length of stay at a Transitional Residential Treatment Facility is six (6) months. Lengths of stay exceeding six (6) months will require a treatment extension authorization from County.
4. Eligibility for admission to a Transitional Residential Treatment Facility shall be confined to persons with a serious mental illness and functional impairments that require and shall benefit from a rehabilitation program. BHRS Division Facilities Utilization Management team shall authorize and, in the case of multiple applications, shall prioritize persons for admission. Admission priority shall generally be given to persons coming from more restricted settings such as hospital and locked sub-acute facilities.
5. Eucalyptus House Residential Transitional Program is a twenty-four (24)-hour Transitional Social Rehabilitation program. The program provides services to San Mateo County BHRS consumers age eighteen (18) to sixty-five (65), with a focus on serving Transition Age Youth (TAY), who are young adults between the ages of eighteen (18) and thirty (30). Eucalyptus house will continue to service consumers of all ages as needed, but the program will be designed primarily to meet the needs of a young adult population. Services and programming will focus on learning independent living skills for individuals transitioning into adulthood.

#### B. Case Management Services

1. Contractor shall provide strength-based case management services ("Case Management Services"). Such Case Management Services shall focus on consumer needs, strengths and choices, and shall involve the consumer in service planning and implementation. The goal of Case Management Services is to help consumers take charge of their own lives through informed decision making. Case Management Services shall assist the consumer in acquiring skills and support systems needed to function successfully in environments where they choose to live, learn, work and socialize.
2. Contractor shall staff two Case Management Services programs: 1) Intensive Case Management, and 2) New Ventures Case Management (New Ventures/Tehanan and Colma Ridge) which includes the Wellness and Recovery Action Partnership Program

(WRAPP). Staffing for the two Case Management Services programs operated by Contractor shall be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation, and other social characteristics of the community served. Staff for both Case Management Services shall include both licensed and non-licensed individuals who are trained to provide mental health services and welcome and address co-occurring disorders. The Case Management Services programs are described as follows:

a. Crisis Response

Contractor will develop and/or maintain policy and protocol that includes the following:

- i. Staff will assist consumers to complete a safety plan within thirty (30) days of intake. This plan will be reviewed minimally on an annual basis or more frequently as needed with the consumer and will include the following elements:
  - a) Signs and symptoms of distress or decline in mental health status;
  - b) Emergency numbers to call;
  - c) Family members and/or other consumer supporters, including contact information and a signed verbal release of information form detailing what information may be shared;
  - d) Historically effective coping strategies and healthy ways to relieve stress in non-emergency situations.
- ii. Identified family members and loved ones of the consumer will be given information with consumer consent, upon consumer's intake into the program and annually, about effective ways to respond to the consumer if/when consumer is experiencing a psychiatric crisis. The program staff will encourage family members and/or other identified consumer supports to inform staff when noticing signs of decompensation. Family members and/or other identified consumer supporters will be given a script to use with police or other emergency personnel when encountering their family member in crisis. They will also be given suggestions regarding what resources to call in different types of situations. Those resources may include:
  - a) The contractor provider and team emergency or regular contact lines;
  - b) Toll free crisis line;
  - c) 911 and local police department with the potential aide of CIT trained police officers and/or the SMART team.

- b. New Ventures Case Management (New Ventures/Tehanan and Colma Ridge) and Wellness and Recovery Action Partnership Program (WRAPP)
  - i. Contractor shall provide community-based case management services to an active caseload of two hundred fifteen (215) SMI consumers with mental health and co-occurring disorders who are in the community (apartment, board and care home, hotel, etc.). Such Case Management shall be referred to as “New Ventures Case Management” or “New Ventures Case Management (New Ventures/Tehanan and Colma Ridge)”. For New Ventures Case Management, Contractor shall maintain an approximate ratio of one (1) staff member to thirty-one (31) consumers. New Ventures Case Management shall include supportive counseling and coordination of resources (medical, psychiatric, social, vocational, educational and housing) necessary to enhance consumer’s potential successful community living.
  - ii. As part of New Ventures Case Management, Contractor shall provide housing and support services at Tehanan and Colma Ridge, an apartment complex which provides supportive housing for consumers who are able to live independently with support services.
  - iii. Contractor will develop a document detailing admission and discharge criteria and process for both Tehanan I and II and Colma Ridge.
  - iv. Services provided by on site case manager at Tehanan I and II shall include but are not limited to:
    - a) At least one (1) individual meeting with resident weekly. More if needed.
    - b) Assessment of daily living skills and assist resident to learn and improve skills to include cleaning, cooking, hygiene, personal health and safety.
    - c) Assistance with medical, psychiatric and other appointments.
    - d) Coordination and follow up with med support and med instructions.
    - e) Facilitation of roommate, house and community meetings to address issues of successful community living.
    - f) Work with residents, property management, and property owner on issues of habitability tenancy and safety.

- g) Connect residents to community resources and meaningful activities.
- h) Applying for Rep Payee services if the client is in need of the service.
- v. Services provided by offsite case manager to clients at Colma Ridge will include all of the above based on individual client assessment and need.
- vi. Contractor shall provide seven hundred thirty-five thousand (735,000) minutes of New Venture Case Management.
- vii. Contractor will provide additional services, described below, to a sub-population of the consumers to whom Contractor provides New Venture Case Management services. Such additional services are known as Wellness Recovery Action Partnership Program ("WRAPP") services. For WRAPP services Contractor shall maintain an approximate ratio of one (1) staff member to forty (40) consumers.
  - 1) Participants in the WRAPP services will be identified using the following criteria:
    - a) No hospitalizations within the last twelve (12) months.
    - b) Demonstrated interest in preparing a wellness recovery action plan and participating in on-going groups and activities to support recovery.
  - 2) Participants will accomplish the following goals:
    - a) Prepare individual wellness recovery action plans.
    - b) Work with a benefits consultant to develop plans for financial self-sufficiency.
    - c) Work with Contractor's Job Plus and Supported Employment staff to develop employment and educational goals.
    - d) Develop skills in learning how to access community resources independently.
    - e) Develop a social activities calendar with at least ten (10) activities per year.
    - f) Assess their level of need for on-going system of care services with the intention of developing exit strategies, i.e. obtaining medications from a network physician rather than a regional clinic.
  - 3) Contractor shall ensure that WRAPP participants meet individually and/or in groups to

carry out the program objectives outlined above. All WRAPP activities will be coordinated by a single New Ventures Case Management manager who will have responsibility for participants in this program. Approximately ten (10) hours per week of WRAPP support will be provided by Contractor.

- viii. A collaborative, active, utilization review process will be maintained. This process will ensure that consumers are seen at an appropriate level of service.
- ix. Transition planning begins at assessment, with step-down planning as part of the overall service plan. BHRS and contractor will meet bi-monthly to discuss consumer level of care needs and potential transition plans to another level of care among Contractor's programs or discharge out of Contractor services entirely.
- ix. The Wellness program will serve consumers needing minimal case management services and as a step-down from WRAPP for consumers receiving HUD subsidized housing, and/or consumers whose primary need is for psychiatric services will be seen by the WRAPP Case Manager at a ratio of three:one (3:1) regular WRAPP consumers. These ratios could create a WRAPP case load of up to sixty (60) consumers; defined as three (3) Wellness consumers which are the equivalent of one (1) WRAPP consumer in terms of the total WRAPP Program consumer capacity. Therefore, the total number of consumers in the overall WRAPP program, at any point in time, will vary depending on the breakdown in number of consumers receiving regular WRAPP level services and Wellness level of services.

c. Medication Clinic

Contractor will maintain psychiatric and nursing services that serve the clients from New Ventures (120 clients) and the Wellness clients who require medication.

Contractor will continue to analyze and restructure the Medication Clinic in order to improve an efficient and cost-effective quality of care of all clients served by Contractor's Medication clinic. Contractor will work with the BHRS Medical Director on improvements to the medication clinic plan.

i. Psychiatric Services

- 1) An active case load of one hundred twenty (120) New Ventures consumers and up to sixty (60) Wellness consumers will be maintained. An active consumer is defined as a person who had at least one face-to-face contract with a psychiatrist within the previous ninety days (90).
  - 2) At least ninety-five percent (95%) of all cases of consumers who have not received care within the previous ninety (90) day period shall be closed.
- ii. Medication Support Services
- 1) Contractor shall provide clinic and community-based medication support services ("Medication Support Services"). Such Medication Support Services shall include prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness, and shall be provided by a staff person within the scope of practice of their profession.
  - 2) Contractor shall provide a minimum of one hundred twenty-five thousand (125,000) minutes of Psychiatric and Medication Support Services and maintain an active caseload of at least one hundred twenty (120) consumers. Wellness Consumers will be seen at a ratio of three:one (3:1) of regular case management consumers and will increase the total caseload accordingly.
  - 3) Eligibility for Medication Support Services shall be confined to persons who are in need of medication support services as determined by a clinical assessment.
  - 4) Contractor will maintain at a minimum the following medical staff for, New Ventures and Wellness Clients:
    - i) 1.20 FTE Psychiatrist (PNP)
    - ii) 1.0 FTE RN
  - 5) Contactor's Medical Director will meet monthly with the BHRS Medical Director.

C. Rehabilitation Services (Supported Employment Services, Training and Consulting, and Supported Education Services)

1. Supported Employment Services

Contractor shall provide two thousand one hundred eighty hours (2,180) annually supported employment and job placement services to San Mateo County adults who have been diagnosed with psychiatric disabilities and co-occurring disorders. Employment specialists assist consumers in preparing for employment and developing job skills. Job developers find positions for consumers in the business community. Once employment is secured, support is offered for the duration of the job. All consumers referred to Supported Employment Services, regardless of level of disability, will be offered employment services through Jobs Plus. Contractor will be an active participant in any meetings with San Mateo County, BHRS, VRS and the California Department of Rehabilitation.

2. Supported Education Services

- i. Contractor will provide case management and support services for a supported education program on the College of San Mateo (CSM) campus to students with psychiatric disabilities and co-occurring disabilities. In addition, Contractor will teach three (3) specialized classes on a rotating basis throughout the year: Wellness and Recovery, Peer Counseling, and Advanced Peer Counseling.
- ii. A minimum of two (2) supported education courses will be designed for and taught to adults with mental illness and co-occurring disorders each semester. The instructor will conduct an evaluation of each class at the end of the semester.
- iii. Caminar will work in partnership with BHRS and CSM to redesign the Supported Education Program to provide a stronger bridge into the standard curriculum.
- iv. Contractor shall provide twelve thousand (12,000) minutes of Supported Education Services and Supported Employment Services (as described below) to one hundred (100) unduplicated adult consumers.
- v. At least sixty-five percent (65%) of students enrolled in peer counseling classes will complete the course.
- vi. Supported Education is fully funded by the federal SAMHSA block grant. Contractor will abide by all provisions of the SAMHSA block grant which is incorporated by reference through Attachments 2 and 3 of this Agreement

3. Enhanced Supported Education Services for Transitional Age Youth

- i. Contractor will provide enhanced supported education services to approximately twenty (20) transition age youth (TAY) ages eighteen – twenty-five (18-25) referred by the FSP Provider (as defined in Paragraph I.C.3.ii below) and approximately twenty (20) TAY identified by Contractor. All such TAY shall have emotional and behavioral difficulties and TAY with co-occurring disorders will be welcomed. Outreach to TAY who are still in high-school or who have dropped out will be provided. The focus of these services will be to engage each TAY in educational or vocational activities that will lead to completion of educational plans and employment.
- ii. Contractor shall work in partnership with the Mental Health Services Act (“MHSA”) funded Full Service Partnership provider (“FSP Provider”) who has been selected to provide TAY services.

TAY FSP - Transitional Age Youth Full Service Partnership program offered by Edgewood Center for Children and Families in San Mateo County. This program provides intensive community-based mental health services to young adults (ages 17-25) experiencing severe mental health needs. The program focuses on assisting these individuals in transitioning into adulthood and achieving independence, stability, and wellness.

- iii. Delivery Components
  - 1) Transition to College classes: Contractor will provide two “Transition to College” classes, in addition to the classes that the Contractor provides as described in Paragraph I.C.3.i. above.
  - 2) Academic Counseling: Contractor will coordinate with Disabled Students Programs to provide a Master’s level academic counseling intern to offer academic counseling, develop student individual educational plans (IEP), oversee completion of required DSPS paperwork, and provide personal support to TAY students.

- 3) Linkage to employment: Contractor will provide services that link students with employment services.
- 4) At least two hundred forty (240) engagement activities will be provided by Caminar annually. Engagement activities include in-program activities at partner agencies, social outings, and campus tours.
- 5) Caminar staff will provide at least six hundred fifty (650) contacts with TAY annually. Contacts consist of face-to-face and phone contacts for the purposes of engaging new program participants and supporting current students.

D. Supplemental Case Management at Central and North County

Contractor will provide Supplemental Case Management Services to fifteen (15) North County and seven (7) Central County consumers. The number of slots can be flexibly assigned to either clinic depending on which clinic is in need of the slots. The number of active clients cannot exceed twenty two (22) clients.

Services that will be provided:

- i. Referrals will be accepted from Central and North County to provide intensive case management services to consumers who are open to the North County Regional Clinics.
- ii. Regional case managers will develop the integrated plan of care to be implemented by the Contractor's case managers. Typical Case Management activities will be strength-based and recovery-oriented and will include community based supportive visits, crisis response, assistance with activities of daily living, transportation assistance, and assistance with maintaining housing. Medication monitoring is included activity.
- iii. Contractor will open the case and document and bill for Case Management services as appropriate.
- iv. Contractor will participate in meetings with BHRS Regional Clinic teams to develop procedures as necessary and will assist in evaluation of the Case Management services to develop coordinated care.
- v. Contractor shall provide one hundred twenty thousand (120,000) minutes of case management.

E. Transportation

Contractor will manage the transportation needs of consumers in all Contractor-sponsored programs. Contractor will determine consumer's ability to use public transportation, Redi-wheels, staff-provided transportation or taxis. Contractor will provide orientation and training to consumers about transportation utilization when needed.

F. San Mateo Contractors' Association Grant Funding

1. The parties acknowledge and agree that Contractor is the fiscal agent for an association of community-based organizations known as the San Mateo Contractors' Association (the "Association"). By definition Association members individually contract with BHRS and are current on their respective Association membership dues.
2. Contractor shall provide accountability and oversight of a program (the "Program"), the goal of which is for each funding recipient (as defined in Paragraph I.F.4.c.) to be able to:
  - a. Improve capacity to provide integrated models for addressing trauma and co-occurring disorders;
  - b. Improve its capacity to incorporate evidence-based practices into day-to-day resources;
  - c. Improve its cultural competency; and
  - d. Improve its capabilities to collaborate, partner and share resources and information with other Association Members.
3. Contractor shall provide accountability and collect data on each Funding Recipient's (as defined in Paragraph I.F.4.c.) progress toward the following outcome:

Objective: A minimum of seventy-five percent (75%) of Funding Recipients' staff who provide direct services will participate in training that develops new skills in the areas of trauma, co-occurring disorders and/or cultural awareness.

Measurement: Participation in activities listed above will be recorded and reported to Contractor by Funding Recipients.

Data collection to be completed by Contractor and reported to BHRS on an annual basis.

4. Program Participation Eligibility and Application

- a. Association Members whose individual contract with BHRS is or will be equal to or greater than FIFTY THOUSAND DOLLARS (\$50,000) for FY 2025-26:
  - i. An Association Member whose individual contract with BHRS is or will be equal to or greater than FIFTY THOUSAND DOLLARS (\$50,000) for FY 2025-26, and who has initiated a self-assessment of trauma, co-occurring capability, cultural awareness evaluation using the “COMPASS™” or a similar tool, and identified an action plan for improvement may apply to the Association for a grant of up to TEN THOUSAND DOLLARS (\$10,000) annually to be used by such Association Member to accomplish program goals.
  - ii. Contractor will supply an application form which shall include a budget, stated outcomes, and a description of how such Association Member will use the funds to improve staff skills in addressing trauma, co-occurring disorders, and/or cultural awareness. Funding Recipient may use funds to:
    - 1) Allow Funding Recipient’s staff to participate in BHRS system transformation activities; and/or
    - 2) Initiate internal training activities on the topic of or related to identifying and serving individuals with trauma or co-occurring disorders; and/or
    - 3) Initiate internal training activities on the topic of cultural awareness.
- b. Association Members whose individual contract with BHRS is or will be less than FIFTY THOUSAND DOLLARS for FY 2025-26:
  - i. An Association Member whose individual contract with BHRS is or will be less than FIFTY THOUSAND DOLLARS (\$50,000) for FY 2025-26, may apply to the Association for a grant of up to TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) annually to be used by such Association Member to accomplish program goals.
  - ii. Such application shall take the form of a letter which shall include a budget, stated outcomes, and a description of how such Association Member will use the funds based on the applicant’s assessment tool

and the subsequent action plan for improvement. In addition, the description shall include how such Association Member will use the funds to:

- 1) Address next steps or action plan activities identified through the assessment process; and/or
- 2) Allow such Association Member's staff to participate in BHRS system transformation activities; and/or
- 3) Initiate internal training activities on the topic of or related to identification of and providing services to individuals with trauma and co-occurring disorders.

- c. Determining Funding Recipients ("Funding Recipient(s)")
  - i. The Executive Committee of the Association will review grant applications from Association Members and make determinations as to the funding recipients.
  - ii. Eligibility for additional funding for a particular funding recipient shall be contingent upon such funding recipient's successful completion of their respective goals.
  - iii. Grievances regarding grant funding decisions must be submitted in writing to the Executive Committee for review in order to be considered by the Executive Committee.
- d. Contractor shall collect data and materials necessary to complete periodic reports and a final report on Program outcomes for the year. A final report will be prepared which identifies new or expanded needs of the funding recipients relative to the program goals. Contractor shall provide grant funding status report to the BHRS within thirty (30) days of the end of FY 2025-26.

## II. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

### A. Transitional Residential Treatment Services

Goal 1: To increase or maintain consumers remaining in a community-based setting.

Objective 1: At least seventy percent (70%) of consumers discharged after completion of six (6) months or more of treatment in Transitional Residential Treatment Services program shall be discharged to more independent living.

Goal 2: Increase rate of admissions. All admissions will be admitted within 10 business days from the day the referral is received.

Objective 1: All referral documentation will be reviewed and a response will be provided regarding acceptance within 72hrs of referral documentation being received and an interview will be scheduled.

Objective 2: In conjunction with the FUM team, Caminar will work with the referring party and require all admission documentation is received and reviewed within one week of client interview. If the paperwork is not received by the referring party within one week of acceptance the client's acceptance will be revoked to ensure beds are filled in a timely manner.

Data collection to be completed by the County in cooperation with Contractor.

## B. Case Management Programs

### 1. Intensive Case Management

Goal: To increase or maintain consumers in the community and out of the hospital.

Objective: No more than fifteen percent (15%) of the consumers in each of the programs listed above in this Agreement shall be hospitalized while enrolled in the program.

Data collection to be completed by the County.

### 2. Homeless

Goal: To increase or maintain consumers in community housing and prevent them from becoming homeless.

Objective: No more than five percent (5%) of consumers in each of the programs listed above in this Paragraph I.B.2. become homeless.

Data collection to be completed by Contractor.

3. Incarcerations

Goal: To increase or maintain consumers in the community and not become incarcerated.

Objective: No more than five percent (5%) of consumers in each of the programs listed will become incarcerated while enrolled in the program.

Data collection to be completed by Contractor

C. Rehabilitation Services for Enhanced Supported Education Services for Transitional Age Youth (TAY)

Goal: To increase the educational outcomes of TAY with serious mental illness.

Objective: At least eighty percent (80%) of TAY enrolled in peer counseling or skills development courses will successfully complete those classes or counseling sessions.

Data collection to be completed by Contractor

D. Overall Satisfaction

Goal: To enhance consumers' satisfaction with the services provided.

Objective: At least ninety percent (90%) of customer survey respondents will rate services as good or better.

Objective: At least ninety percent (90%) of customer survey respondents will rate access to mental health services as good or better.

\*\*\* END OF EXHIBIT A \*\*\*

## **Exhibit A.1 : Behavioral Health and Recovery Services Requirements**

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### **I. Health Order Compliance Requirements**

Comply with employer requirements established by Cal-OSHA through the COVID -19 Prevention Non-Emergency Regulations which are chaptered in the California Code of Regulations, Title 8-Cal/OSHA, Chapter 4 Division of Industrial Safety, Subchapter 7 General Industry Safety Orders, Section 3205 COVID-19 Prevention.

This section applies to all employees and places of employment with the exception of locations with one employee that does not have contact with other persons, employees working from home, or employees teleworking from a location of the employee's choice, which is not under the control of the employer.

Employers can comply with this section by either maintaining a COVID-19 Plan that was required by previous contract conditions or as part of the required Injury and Illness Prevention Program required by Section 3203.

Employers are required to comply with COVID-19 Prevention requirements of Cal/OSHA.

More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at [https://www.dir.ca.gov/dosh/coronavirus/Non\\_Emergency\\_Regulations/](https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/).

### **II. ADMINISTRATIVE REQUIREMENTS**

#### **A. Disaster and Emergency Response Plans**

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30<sup>th</sup>. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

## B. Quality Management and Compliance

### 1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

### 2. Quality Improvement Activities and Participation

Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

- a) Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.
- b) Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
  - i) Surveying client/family satisfaction with the Contractor's services at least annually.
  - ii) Evaluating client grievances, appeals and State Hearings at least annually.

- iii) Evaluating requests to change persons providing services at least annually.
- iv) Informing the County and clients of the results of client/family satisfaction activities.
- c) Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
- d) Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- e) Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- f) Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- g) Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- h) Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- i) Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

### 3. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

#### 4. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at [www.smchealth.org/bhrs-documents](http://www.smchealth.org/bhrs-documents). In particular:

- a) Medications are logged in, verified, counted and added to inventory sheets.
- b) All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c) Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d) All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e) Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f) Medications are disposed of after the expiration date and recorded.
- g) Injectable multi-dose vials are dated and initialed when opened.
- h) A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i) "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

#### 5. Timely Access to Services

- a) Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.
- b) The County shall monitor Contractor regularly to determine compliance with timely access requirements. . (42 C.F.R. §438.206 (a), (c)).
- c) The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. . (42 C.F.R. §438.206 (a), (c)).

- d) **TIMELY ACCESS** Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

6. **Record Retention**

Section 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

7. **Documentation of Services**

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Short-Doyle MediCal Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at:  
<https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

Substance Use provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.smchealth.org/bhrs/aod/handbook>.

## 8. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

## 9. Client Rights and Satisfaction Surveys

### a) Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

### b) Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

### c) Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

## 10. Beneficiary Brochure and Provider Lists (SOC)

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>.

## 11. Licensing Reports

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of

Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

## 12. Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a) Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b) Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c) Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
- d) Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

## 13. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. Confidentiality & HIPAA for BHRS Mental Health and AOD: All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- e. Cultural Humility

f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: [https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab\\_page\\_id=-67](https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67).

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is: <https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>.

Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

14. Site Certification

- a) Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.
- b) Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
  - i. Major leadership or staffing changes.
  - ii. Major organizational and/or corporate structure changes (example: conversion to non-profit status).
  - iii. Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
  - iv. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
  - v. Change of ownership or location.
  - vi. Complaints regarding the provider.

15. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24 hours when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents, including but not limited to participation in quality improvement meetings, provision of all

information requested by the County relevant to the incident, and Contractor staff cooperation.

#### 16. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: [HS\\_BHRS\\_QM@smcgov.org](mailto:HS_BHRS_QM@smcgov.org) or via a secure electronic format.

#### 17. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor

will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

#### 18. Fingerprint Compliance (MH & SU)

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

#### 19. Staff Termination

Contractor shall inform BHRS, in a timely fashion, when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

#### 20. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to

implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

## 21. Medical Enrollment

Contractor shall be enrolled in the MediCal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of MediCal enrollment.

## 22. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

- a. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
- b. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

## C. Client Informing Materials

1. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

2. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
3. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
4. Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
5. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
  - a. The format is readily accessible;
  - b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
  - c. The information is provided in an electronic form which can be electronically retained and printed;
  - d. The information is consistent with the content and language requirements of this agreement;
  - e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
6. Language and Format
  - a. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
  - b. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
  - c. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
  - d. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those

materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

- e. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)-(4))
- f. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
- g. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

7. Beneficiary Informing Materials

Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

- a. Guide to Medi-Cal Mental Health Services
- b. County Beneficiary Handbook (BHIN 22-060)
- c. Provider Directory
- d. Advance Health Care Directive Form (required for adult clients only)
- e. Notice of Language Assistance Services available upon request at no cost to the client
- f. Language Taglines
- g. Grievance/Appeal Process and Form
- h. Notice of Privacy Practices
- i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

- 8. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
- 9. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.
- 10. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.

11. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

12. Informing materials will be considered provided to the client if Contractor does one or more of the following:

- a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;
- b. Mails a printed copy of the information upon the client's request to the client's mailing address;
- c. Provides the information by email after obtaining the client's agreement to receive the information by email;
- d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
- e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

13. Provider Directory

- a. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.
- b. Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
- c. Any changes to information published in the provider directory must be reported to the County within two weeks of the change.

- d. Contractor will only need to report changes/updates to the provider directory for licensed, waived, or registered mental health providers.

D. Client Rights

Contractor shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

E. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.

- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner).
  - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters
- 2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
- 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
- 4. Contractor will translate relevant and appropriate behavioral health- related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS- sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
- 5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS

Analyst/Program Manager and ODE ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

F. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

G. Surety Bond

Contractor shall retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

H. Telehealth

1. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
4. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
5. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

I. Chart Auditing and Reasons for Recoupment

**MAINTENANCE OF RECORDS**

Contractor shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

**ACCESS TO RECORDS**

Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

**FEDERAL, STATE AND COUNTY AUDITS**

In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

**INTERNAL AUDITING**

1. Contractors of sufficient size as determined by County shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for

verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.

2. Contractor shall provide County with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

## **CONFIDENTIALITY IN AUDIT PROCESS**

1. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
2. Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
3. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner

## **REASONS FOR RECOUPMENT**

1. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
2. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
  - a) Identification of Fraud, Waste or Abuse as defined in federal regulation.
  - b) Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
  - c) Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at [www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf](http://www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf)
  - d) Overpayment of Contractor by County due to errors in claiming or documentation.
  - e) Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

3. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

**COOPERATION WITH AUDITS (*Agreement Section 15*)**

1. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
2. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
3. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
4. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R. §§ 438.3(h) and 438.230l(3)(i-iii).

**J. Grievances, Appeals and Notices of Adverse Benefit Determination**

1. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
2. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
3. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
4. Add County specific information regarding which, if any NOABDs are delegated to Contractor.

5. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
6. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
7. Contractor must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
8. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
9. Advanced Directives - Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (1), (3) and (4).
10. Continuity of Care - Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

**K. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS**

1. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
2. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.
3. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
4. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the

organization's compliance program and its compliance with the requirements under the Agreement.

5. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.
6. Effective lines of communication between the Compliance Officer and the organization's employees.
7. Enforcement of standards through well-publicized disciplinary guidelines.
8. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.
9. The requirement for prompt reporting and repayment of any overpayments identified.
10. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
11. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
12. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
13. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
14. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).
15. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
16. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.

17. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
18. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).
19. Contractor may adopt the County's Compliance Program.
20. Integrity Disclosures - Contractor must annually complete and submit the Form 700 Attestation [https://drive.google.com/file/d/1HYkif6TULGkexoUqEaNqdc9PHCuXa0g/view?usp=drive\\_link](https://drive.google.com/file/d/1HYkif6TULGkexoUqEaNqdc9PHCuXa0g/view?usp=drive_link)

**L. SITE INSPECTION**

Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

**M. ADDITIONAL FINANCIAL REQUIREMENTS**

1. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
2. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
3. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
4. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments

during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

**N. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS**

1. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
2. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

**O. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES**

1. If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
2. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
3. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
4. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

EXHIBIT B – PAYMENTS AND RATES  
CAMINAR, INC. (Mental Health/Residential Services)  
FY 2025 – 2027

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In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Section 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Section 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall FIFTEEN MILLION TWO HUNDRED NINETY THOUSAND THREE HUNDRED NINETY-SIX DOLLARS (\$15,290,396).

The County will review cumulative payments for the period of July – March and amend the contract amount accordingly.

B. One Time 3-Month Advance Payment Option

1. Not later than April 22, 2025, Contractor may request in writing a one-time advance payment of up to three (3) months of the maximum obligation of this contract. These advance payments will be reconciled on or before November 2025 against the actual services provided for all services currently paid using fee for service methodology. This advance payment will be made in June 2025. All payments other than this advance payment will be made in arrears.
2. In the event that the County makes any advance payment, Contractor agrees to refund any amounts in excess of the amount owed by the County or credit a portion of such advance payments to the County. Contractor is only entitled to payment for work pursuant to this Agreement.
3. Within 30 days of September 30, 2025, Contractor must submit an invoice for amounts owed by the County or a refund to the County

for any advance funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section C. Payment Rate.

4. Advance payments will only be made in FY 2025-26. There will be no advance payments in future years.

C. Payment Rate

1. Housing, Housing-Related Mental Health Services, Case Management and Rehabilitation Services.

The maximum payment shall not exceed FOURTEEN MILLION EIGHT HUNDRED THIRTY THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS (\$14,830,966)

Maximum Amount By Service Component

County shall not pay or be obligated to pay more than the amounts listed below for each component of service described in Section I of Exhibit A:

- a. June 2025 (\$584,031)

Transitional Residential Treatment Services (Eucalyptus House)	145,439	1/12th
Transitional Residential Treatment Services (Hawthorne House)	145,439	1/12th
Transportation Transitional (Eucalyptus House)	1,300	1/12th
Transportation Transitional (Hawthorne House)	1,300	1/12th
Med Clinic	85,706	1/12th
New Ventures	140,789	1/12th
WRAP	12,353	1/12th
Supported Education	12,060	1/12th
Supported Employment	12,381	1/12th
Enhanced Supported Education Services for Transition Age Youth (TAY)	19,148	1/12th
Supplemental Case Management for North/Central	8,116	1/12th
<b>TOTAL</b>	<b>584,031</b>	

b. July 2025 to June 2026 (\$7,009,927)

\*Daily Rates for Transitional Residential Treatment Services  
(Eucalyptus / Hawthorne House) \$398.46 (FY25/26)

Transitional Residential Treatment Services (Eucalyptus House)*	1,745,270	FFS
Transitional Residential Treatment Services (Hawthorne House)*	1,745,270	FFS
Transportation Transitional (Eucalyptus House)	16,380	FFS
Transportation Transitional (Hawthorne House)	16,380	FFS
Med Clinic	1,028,473	FFS
<i>New Ventures **</i>	<i>1,689,469</i>	<i>FFS /Non-FFS</i>
WRAP	148,235	FFS
Supported Education	144,718	1/12 <sup>th</sup>
Supported Employment	148,570	1/12 <sup>th</sup>
Enhanced Supported Education Services for Transition Age Youth (TAY)	229,770	1/12 <sup>th</sup>
<i>Supplemental Case Management for North/Central **</i>	<i>97,392</i>	<i>FFS /Non-FFS</i>
<b>TOTAL</b>	<b>\$7,009,927</b>	

FFS – Fee for Service

NFFS – Non-Fee for Service

1/12<sup>th</sup> – Flat Monthly rate and payment in arrears

**\*\* These services are defined as: 1) Fee for Services (FFS) are allowable Medi-Cal services; 2) Non-Fee for Services (NFFS) are supportive services that are not allowable Medi-Cal services. Services for FY25-26 shall not exceed the amount stated above. The estimated breakdown of FFS and Non-FFS is as follows:**

**(1) Fee for Services - \$1,340,145.75**

**(2) Non-Fee for Services - \$446,715.25**

c. July 2026 to June 2027 (\$7,237,009)

\*Daily Rates for Transitional Residential Treatment Services  
(Eucalyptus / Hawthorne House) \$410.78 (FY26/27)

Transitional Residential Treatment Services (Eucalyptus House)*	1,799,199	FFS
Transitional Residential Treatment Services (Hawthorne House)*	1,799,199	FFS
Transportation Transitional (Eucalyptus House)	17,035	FFS
Transportation Transitional (Hawthorne House)	17,035	FFS
Med Clinic	1,060,523	FFS
<i>New Ventures **</i>	<i>1,745,517</i>	<i>FFS/Non-FFS</i>
WRAP	154,164	FFS
Supported Education	150,507	1/12 <sup>th</sup>
Supported Employment	154,513	1/12 <sup>th</sup>
Enhanced Supported Education Services for Transition Age Youth (TAY)	238,961	1/12 <sup>th</sup>
<i>Supplemental Case Management for North/Central **</i>	<i>100,626</i>	<i>FFS/Non-FFS</i>
<b>TOTAL</b>	<b>\$7,237,009</b>	

FFS – Fee for Service

NFFS – Non-Fee for Service

1/12<sup>th</sup> – Flat Monthly rate and payment in arrears

*\*\* These services are defined as: 1) Fee for Services (FFS) are allowable Medi-Cal services; 2) Non-Fee for Services (NFFS) are supportive services that are not allowable Medi-Cal services. Services for FY26-27 shall not exceed the amount stated above. The estimated breakdown of FFS and Non-FFS is as follows:*

*(1) Fee for Services - \$1,384,607.25*

*(2) Non-Fee for Services - \$461,535.75*

2. San Mateo Contractors' Association Grant Funding

Subject to the availability of State funding for services as described in Section I.F of Exhibit A, Contractor shall receive a maximum of FOUR HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$459,430) for the San Mateo Contractors' Association grant funding and associated administrative costs.

a. This amount shall include the following:

July 2025 – June 2026 (\$229,715)

- i. The maximum amount to be distributed among MHSA sub-contractors shall be \$197,842.
    - ii. The maximum amount County shall pay Contractor for consultant and administrative costs shall not to exceed \$31,783.
  - b. July 2026 – June 2027 \$(229,715)
    - i. The maximum amount to be distributed among MHSA sub-contractors shall be \$197,842.
    - ii. The maximum amount County shall pay Contractor for consultant and administrative costs shall not to exceed \$31,783.
  - c. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- D. Payments made to Contractor under the terms of this Agreement may be used for Program staff salaries, Program operations, and other direct expenses essential to the Program. No funds paid by County through this Agreement shall be spent for fundraising.
- E. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- F. Modifications to the allocations in Section I.A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Section 3 of this Agreement.
- G. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing non unit based, rate services under the terms of this Agreement through the end of the contract period without further payment from County.

- I. In the event this Agreement is terminated prior to June 30, 2028, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of Chief of San Mateo County Health or designee.
- J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- K. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- L. Invoicing and Payment
  - 1. Contractor shall submit monthly invoices to the County within 15 days after the close of the month in which services were rendered. Contractor will submit invoices on forms in a manner prescribed by the County. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
    - a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.
    - b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the service rates in Exhibit C. Any Exhibit CPT, HCPCS code or rate updates will be made available to the Contractor on-line and/or via an Executive Letter by the County. Claims that are received after the fifteenth (15th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to [BHRS-Contracts-Unit@smcgov.org](mailto:BHRS-Contracts-Unit@smcgov.org) OR:

County of San Mateo  
Behavioral Health and Recovery Services  
Attn: Contracts Unit  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403

- M. Due to the County Controller's Office yearly "Black-Out Period" there will be no payments made in July or August. Payments for these months will be issued once the Controller's Office has reopened in September. This pertains to all fiscal years.
- N. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.
- O. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- P. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which

the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

Q. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Section 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

R. Annual Financial Statements

Contractor shall submit to County year-end actual financial statement no later than ninety (90) days after the end of the fiscal year.

Financial statements shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for each Electronic Health Record system program. Financial statements shall be in accordance with the standard health accounting principles and format. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the financial statement. The detail financial statement total should agree to the audited statements provided.

As applicable, Contractor shall also submit to County a year-end Single Audit report with the financial statement.

The annual financial statement and Single Audit Report, as applicable, shall be sent to the BHRS Fiscal Officer, Diana Lao at [dlao1@smcgov.org](mailto:dlao1@smcgov.org).

S. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay

the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

T. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on \_\_\_\_\_20\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
  - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
  - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
  - c. The services included in the claim were actually provided to the beneficiary.

- d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
- e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
- f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
- g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

\*\*\* END OF EXHIBIT B \*\*\*

**Exhibit C: San Mateo County Mental Health CalAIM Contractor Outpatient Rates FY24-25**

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner/ Certified Nurse Specialist	RN	LVN	Pharmacist	Licensed Psychiatric Technician	Psychologist/ Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Recovery Specialist	MHRS / Other Qualified Providers
		PROVIDER TYPE HOURLY RATE		\$ 1,448.48	\$ 649.63	\$ 720.29	\$ 588.35	\$ 309.08	\$ 693.35	\$ 264.97	\$ 582.53	\$ 376.97	\$ 501.80	\$ 297.80	\$ 283.61
10CA **	GROUP THERAPY 23+ MIN	90853	50	\$ 268.24	\$ 120.30	\$ 133.39					\$ 107.88	\$ 69.81			
14CA ***	MD NP ASSESSMENT 31+ MIN	90792	60	\$ 1,448.48	\$ 649.63	\$ 720.29									
150CA	MEDICATION GROUP	H0034	15	\$ 80.47	\$ 36.09	\$ 40.02	\$ 32.69	\$ 17.17	\$ 38.52	\$ 14.72					
16CA	MEDICATION INJECTION (can't be extended)	96372	15												
17CA	MEDICATION SUPPORT	H0034	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09								
2CA	CRISIS INTERVENTION	H2011	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09								
41CA *	FAMILY THERAPY 26+ MIN	90847	50	\$ 1,207.07	\$ 541.36	\$ 600.24									
51CA	CASE MANAGEMENT	T1017	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09				\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
58CA	TBS	H2019	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09				\$ 485.44	\$ 314.14	\$ 125.45		
5CA	ASSESSMENT NON MD	H0031	15								\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
6CA	PLAN DEVELOPMENT NON MD	H0032	15								\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
70CA	REHABILITATION GROUP	H2017	15	\$ 80.47	\$ 36.09	\$ 40.02	\$ 32.69	\$ 17.17	\$ 38.52	\$ 14.72	\$ 32.36	\$ 20.94	\$ 27.88		\$ 15.76
7CA	REHABILITATION	H2017	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09				\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
90832CA	INDIVIDUAL THERAPY 16-37 MINUTES	90832	30	\$ 774.24	\$ 324.82	\$ 360.15					\$ 291.27	\$ 188.49			
90834CA	INDIVIDUAL THERAPY 38-52 MINUTES	90834	45	\$ 1,086.36	\$ 487.22	\$ 540.22					\$ 436.90	\$ 282.73			
90837CA *	INDIVIDUAL THERAPY 53+ MINUTES	90837	60	\$ 1,448.48	\$ 649.63	\$ 720.29					\$ 582.53	\$ 376.97			
90885CA ***	ASSESSMENT (ONLY CHART REVIEW) 31+ MIN	90885	60	\$ 1,448.48	\$ 649.63	\$ 720.29					\$ 582.53	\$ 376.97			
99212CA	MEDICATION VISIT 10-19 MINUTES	99212	15	\$ 362.12	\$ 162.41	\$ 180.07									
99213CA	MEDICATION VISIT 20-29 MINUTES	99213	25	\$ 603.53	\$ 270.68	\$ 300.12									
99214CA	MEDICATION VISIT 30-39 MINUTES	99214	35	\$ 844.95	\$ 378.95	\$ 420.17									
99215CA	MEDICATION VISIT 40+ MIN	99215	47	\$ 1,134.64	\$ 508.88	\$ 564.23									
99347CA	MEDICATION VISIT 20-29 MINUTES (RESIDENTIAL ONLY)	99347	25	\$ 603.53	\$ 270.68	\$ 300.12									
99348CA	MEDICATION VISIT 30-39 MINUTES (RESIDENTIAL ONLY)	99348	35	\$ 844.95	\$ 378.95	\$ 420.17									
99349CA	MEDICATION VISIT 40-59 MINUTES (RESIDENTIAL ONLY)	99349	50	\$ 1,207.07	\$ 541.36	\$ 600.24									
99350CA	MEDICATION VISIT 60+ MIN (RESIDENTIAL ONLY)	99350	67	\$ 1,617.47	\$ 725.42	\$ 804.32									
99366CA	NONMD TEAM CONF. PT/FAM PRESENT	99366	60		\$ 649.63	\$ 720.29	\$ 588.35		\$ 693.35		\$ 582.53	\$ 376.97	\$ 501.80		

**Exhibit C: San Mateo County Mental Health CalAIM Contractor Outpatient Rates FY24-25**

CalAIM Service Code	CalAIM Service Description	CPT / HCPCS Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner/Certified Nurse Specialist	RN	LVN	Pharmacist	Licensed Psychiatric Technician	Psychologist/Pre-licensed Psychologist	LCSW / LPCC / MFT	Occupational Therapist	Peer Recovery Specialist	MHRS / Other Qualified Providers
		<b>PROVIDER TYPE HOURLY RATE</b>		\$ 1,448.48	\$ 649.63	\$ 720.29	\$ 588.35	\$ 309.08	\$ 693.35	\$ 264.97	\$ 582.53	\$ 376.97	\$ 501.80	\$ 297.80	\$ 283.61
99367CA	MD TEAM CONF. PT/FAM NOT PRESENT	99367	60	\$ 1,448.48											
99368CA	NON MD TEAM CONF PT NOT PRESENT	99368	60		\$ 649.63	\$ 720.29	\$ 588.35		\$ 693.35		\$ 582.53	\$ 376.97	\$ 501.80		
99415CA	Prolonged E&M Service, First Hour (MIS ONLY) (30+ to be billable)	99415	60	\$ 1,448.48	\$ 649.63	\$ 720.29									
99416CA	Prolonged E&M Service, each addtl 30 min (MIS ONLY)	99416	30	\$ 724.24	\$ 324.82	\$ 360.15									
99417CA	Prolonged E&M Service, each addtl 15 min (MIS ONLY)	99417	15	\$ 362.12	\$ 162.41	\$ 180.07									
99484CA	MD directed BH care management 20+ MIN	99484	60	\$ 1,448.48	\$ 649.63	\$ 720.29	\$ 588.35	\$ 309.08	\$ 693.35	\$ 264.97	\$ 582.53	\$ 376.97			
CFTICC_CA	CHILDREN AND FAMILY TEAM ICC	H2000	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
H0025	PEER SUPPORT PREVENTION EDUCATION GROUP	H0025	15											\$ 16.54	
H0038	PEER SUPPORT SELF HELP ENGAGE THERAPY	H0038	15											\$ 74.45	
H2019CA	TBS CALAIM (for Fred Finch)	H2019	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
ICC_CA	INTENSIVE CARE COORDINATION	T1017	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
IHBSCA	INTENSIVE HOME-BASED SERVICES	H2017	15	\$ 362.12	\$ 162.41	\$ 180.07	\$ 147.09	\$ 77.27	\$ 173.34	\$ 66.24	\$ 145.63	\$ 94.24	\$ 125.45		\$ 70.90
T1013	SIGN LANG OR ORAL INTERPRETIVE	T1013	15	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10		\$ 20.10
T1013M	MEDICAL SIGN LANG OR ORAL INTERPRETIVE (14CA, 16CA, 99212CA-99215CA)	T1013	15	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10								
T1013X	SIGN LANG OR ORAL INTERPRETIVE (6CA, 7CA, 51CA, 70CA, CFTICC_CA, ICC_CA)	T1013	15	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10		\$ 20.10
T2021 *	Therapy substitute, 15 minutes (MIS ONLY)	T2021	15	\$ 362.12	\$ 162.41	\$ 180.07					\$ 145.63	\$ 94.24			
T2021G **	Therapy Group substitute, 15 minutes (MIS ONLY)	T2021	15	\$ 80.47	\$ 36.09	\$ 40.02					\$ 32.36	\$ 20.94			
T2024 ***	Assessment substitute, 15 minutes (MIS ONLY)	T2024	15	\$ 362.12	\$ 162.41	\$ 180.07					\$ 145.63	\$ 94.24			

## Attachment H

### Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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#### **DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

#### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

## **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

## **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

## **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a, b, or c)

- ☐ a. Has no employees
- ☐ b. Employs fewer than 15 persons
- ☐ c. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

Mark Cloutier

**Name of Contractor(s):**

Caminar

**Street Address or P.O. Box:**

411 Borel Ave. Suite 101

**City, State, Zip Code:**

San Mateo, CA. 94404

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:**

DocuSigned by:

Mark Cloutier

EBA511B7FD5F4DF...

**Title of Authorized Official:**

cEO

**Date:**

05/14/2025

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."